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September 29, 2004

VIA HAND DELIVERY

Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
460 James Robertson Parkway
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Re Rural Coalition of Small Lec's
Docket Nos. 03-00585

Dear Ms. Dillon

Enclosed is an original and fifteen copies of the Rebuttal Testimony of Lera Roark on Behalf of the Rural Coalition, for filing in the above docket. Please return one stamp filed copy to us.

Thank you for your assistance.

Yours truly,



Sarah Martin McConnell
Paralegal for William T. Ramsey

SMM:bms
enclosures

IN RE.

Consolidated
Docket No. 03-00585

Petition of AT&T Wireless PCS, LLC d/b/a AT&T Wireless for Arbitration under the Telecommunications Act

**REBUTTAL TESTIMONY OF LERA ROARK ON BEHALF
OF THE RURAL COALITION OF SMALL LECs AND COOPERATIVES**

- Q: Please state your name, business address and telephone number
- A: My name is Lera Roark My business address is 1309 Louisville Avenue, Monroe, Louisiana, 71201 My business phone number is 318-322-0015.
- Q: Have you previously submitted testimony in the proceeding captioned above?
- A: Yes. I submitted Testimony on September 7, 2004 in this proceeding
- Q: On whose behalf are you filing this Rebuttal Testimony?
- A: I am filing this Rebuttal Testimony on behalf of the Coalition of Small LECs and Cooperatives (hereafter referred to as the "Coalition" or the "ICOs").
- Q: What is the purpose of your Rebuttal Testimony?
- A: The purpose of this Rebuttal Testimony is to respond to the Supplemental Testimony of Suzanne K Nieman filed on September 7, 2004 in this proceeding. I will also respond to the information request of the Competitive Markets and Policy Division of the Tennessee Regulatory Authority ("TRA") to BellSouth Telecommunications, Inc. dated September 10, 2004 and BellSouth's subsequent response submitted to the TRA on September 20, 2004.
- Q: Can the ICOs accomplish accurate and complete billing to CMRS providers, for traffic that BellSouth delivers to the ICOs, simply by acquiring new billing systems?
- A: No. It is my understanding that, during the hearing before the TRA, Ms. Nieman suggested that the ICOs need only acquire some new "billing system" to be in a position to bill the CMRS providers for traffic that BellSouth sends to the ICOs. Ms. Nieman now corrects herself by admitting that her proposed approach goes well beyond simply a billing system but would, in fact, involve the purchase of SS7 equipment (only recently available), installation of switch upgrades, and the acquisition of some new billing software. This additional network deployment goes far beyond the deployment of SS7 Signaling which most rural telephone companies already provide.
- Q: Is the reliance on SS7 information for billing and the implementation of the arrangements suggested by Ms. Nieman a feasible method for billing at this time?
- A: No. The SS7 equipment and approach has only recently become available. To say the least, the SS7 billing approaches are in their infant development stages. While this approach may have some limited benefits in the future, there remain numerous, unanswered questions about the efficacy of this approach for complete and accurate billing purposes. The cost of obtaining this equipment, whether this equipment would work with existing switches of the ICOs, what the ongoing cost would be, and whether the information to be obtained would actually provide accurate and complete billing information, are all questions not yet resolved. Even assuming arguably that the efficacy

were assured, it is not feasible for the entire industry or for the ICOs to immediately deploy the new SS7 adjunct equipment that would be required.

Q: Ms. Nieman suggests that the ICOs should use SS7 information to bill the CMRS providers. Is that feasible?

A: No Ms. Nieman does not address several issues which bring into question whether SS7 information would be accurate and complete.

SS7 signaling is not a regulatory requirement for carriers. Therefore, no one can presume that this information exists. Based on my experience, there are more than an insignificant number of calls that terminate on the ICOs' networks without SS7 information. My estimate is that the portion of non-SS7 calls is approximately 10 percent.

Moreover, the "Calling Party Number" (or "CPN") does not necessarily distinguish the carrier that is terminating traffic and, therefore, does not provide the identity of the carrier responsible for providing terminating compensation. For example, wireless carriers have arrangements with other wireless carriers which allow the mobile user of CMRS Provider A to use the network of CMRS Provider B when that mobile user is located within the network of CMRS Provider B. When that mobile user is using the network of CMRS Provider B, and CMRS provider B terminates a call to one of the ICOs, it is CMRS provider B that is responsible for providing terminating compensation. However, the CPN would wrongly show the originating user to be a customer of CMRS Provider A. This is one reason why measurement depends on the identification of the physical trunking arrangement with another carrier over which traffic is delivered for termination (as BellSouth enjoys with CMRS providers) so as to be in a position to determine which carrier is actually terminating traffic. Only BellSouth knows this information.

This is another reason why there must be specific terms and conditions in place between the carriers that physically connect, because the responsibility for traffic delivered over the physical trunks is with the carrier that physically operates those trunks. BellSouth physically connects with the ICOs for what has been referred to as transit traffic, but BellSouth has no terms and conditions in place with the ICOs other than the terms under which BellSouth obtains access services from the ICOs. Mr. Watkins, in his testimony on behalf of the ICOs, explains in detail why the carrier with which an ICO physically connects (i.e., BellSouth) must have terms and conditions in place which clearly establish the rights and responsibilities of those physically connected carriers. For what has been described as transit traffic, BellSouth physically connects with the CMRS providers, and BellSouth and each CMRS provider have explicit terms that set forth those rights and responsibilities. With respect to transit traffic, BellSouth has no such terms and conditions with the ICOs.

Furthermore, it is also my understanding that the CPN "field" in the SS7 data message is not always populated with the accurate calling party's number, and it does not appear that

there is any absolute requirement for such inclusion by all carriers.

For these reasons, while the CPN information may eventually be one tool in evaluating the accuracy of information that BellSouth records and assembles, CPN is not, at this point, a viable solution for accurate and complete termination billing purposes.

Q. Do you agree with BellSouth regarding its response to the TRA about using SS7 information for terminating billing information?

A: Yes. In its September 20 Item No. 1 response to the TRA, BellSouth concludes that “[s]uch signaling and traffic information, which is provided in real time for call set-up purposes, is not typically used by companies for the purpose of generating billing.”

The essence of BellSouth’s responses to the three information requests is that the only information that the ICOs have with respect to CMRS Provider terminating traffic is information that BellSouth collects, assembles and provides after the fact. The concern that the ICOs have, and the positions of the Coalition, are related to the fact that BellSouth has the realtime ability to identify, switch and measure traffic for itself, but the ICOs do not. This fact occurs only because BellSouth has unilaterally designed and uses the legacy trunking arrangement that BellSouth established as an intrastate interexchange carrier -- an arrangement not available to any other interexchange carrier. As such, the ICOs are placed in an inferior competitive and business risk position compared to BellSouth.

Q: What information did the TRA request of BellSouth on September 10, 2004?

A The information request of the TRA’s Competitive Markets and Policy Division asks BellSouth for information about what BellSouth may provide to the ICOs for billing purposes and what technical role BellSouth plays in its physical connection and switching of traffic to the ICOs’ networks. These subjects include discussion of some of the issues and terms and conditions regarding the technical nature of the physical connection between BellSouth and an ICO and the manner in which an ICO can exercise its rights and hold BellSouth responsible for activities that only BellSouth can be responsible for. The TRA’s information request demonstrates that the issues in this proceeding depend on activities performed by BellSouth. The TRA’s information request to BellSouth is inconsistent with the initial hearing officer’s decision not to include BellSouth as a necessary party in the resolution of these issues. Even Ms. Nieman recognizes that there are issues associated with whether information that BellSouth provides is accurate and complete. Nieman Supplemental Testimony at p. 7.

Q: On page 7 of her Supplemental Testimony, Ms. Nieman suggests that there are methods available to the ICOs to challenge the accuracy of BellSouth records. Do you have any comment?

A Yes. This testimony again demonstrates why there must be terms and conditions in

place which set forth BellSouth's responsibilities to provide complete and accurate records that fully details the grand total of traffic that terminates to an ICO and what BellSouth's residual compensation responsibility is to be when this information is wrong or incomplete. As Mr. Watkins explained in his testimony, if the information that BellSouth provides is either incomplete or inaccurate, it will automatically require BellSouth's involvement in any resolution of errors. The correction of inaccurate or incomplete records would involve the potential adjustment of billing to other carriers, including the amount that BellSouth is responsible for. And when these errors occur, the risk of not receiving compensation rises for the ICOs. If no other carrier is responsible for payment to an ICO, then BellSouth must be responsible. But there are no terms and conditions in place with BellSouth to resolve inaccuracies or incomplete usage information or that clearly establish an ICO's rights against BellSouth when BellSouth's performance fails. This arrangement places the ICOs in a much more risky business position than that of BellSouth which can identify and bill for itself, and the terms should address that relative position. Any willingness to participate in this arrangement with BellSouth is contingent on BellSouth committing to terms and conditions with the ICOs that make BellSouth fully responsible.

Q: In its September 20 response to the TRA, BellSouth notes that its approach to records and billing relationships have been defined by the Alliance for Telecommunications Industry Solutions ("ATIS"). Do you have any comment?

A: BellSouth's response is misleading by virtue of what BellSouth leaves out. The billing relationship and arrangement that BellSouth has unilaterally imposed on the ICOs is only one option among other possible approaches. BellSouth's proclaimed "Meet Point Billing" approach is recognized in the voluntary standards defined by ATIS. But BellSouth fails to mention that Meet Point Billing, under those very same standards, is implemented only when there is mutual agreement between and among the parties doing the meet-point billing. BellSouth has no agreement with the ICOs for termination of traffic of the CMRS Providers.

BellSouth also fails to mention that the transit traffic arrangement that BellSouth has designed is not even an interconnection requirement under the Federal Act. As Mr. Watkins has provided in his testimony, the FCC has confirmed that there are no rules that even address this so-called transit arrangement and, therefore, no rules or requirements to require the particular version that BellSouth has attempted to impose on the ICOs without their consent and without contractual terms and conditions.

Q: Does this conclude your rebuttal testimony?

A: Yes.

Respectfully submitted,

The Tennessee Rural Independent Coalition

By William T. Ramsey

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September 29, 2004

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on Sept. 29, 2004, a true and correct copy of the foregoing was served on the parties of record via electronic mail:

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